

**RICHARD J. HAYDEN**  
**RICHARD J. HAYDEN, P.S.**  
1427 W. Sixth Avenue  
Spokane, WA 99204  
(509) 624-1111  
ISBA # 3481

Of Attorneys for FORD MOTOR CREDIT COMPANY

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF IDAHO, AT COEUR D'ALENE**

In re:

**FRANK L. CHAPIN, PA, and  
SYDNEY L. GUTIERREZ-CHAPIN,  
aka SYDNEY L. GUTIERREZ,**  
  
Debtor.

**CHAPTER 11**

**NO. 02-20218**

**MOTION FOR RELIEF FROM STAY PURSUANT  
TO TITLE 11 USC § 362(d)(1),(2); FRBP 4001(a);  
LBR 4001.2; REQUEST FOR ADEQUATE  
PROTECTION PURSUANT TO §§363(e), 361(1);  
AND WAIVER UNDER FRBP 4001**

COMES NOW FORD MOTOR CREDIT COMPANY ("FMCC"), by and through its counsel **RICHARD J. HAYDEN** and **RICHARD J. HAYDEN, P.S.**, and respectfully moves the court for an order relieving the automatic stay pursuant to Title 11 USC §362(d)(1) and (2).

Further, the moving party requests that it be provided adequate protection for its security claim. FMCC has a secured claim in the real property of the debtor at state law. The moving party requests that it have adequate protection in the form of immediate cash payments equivalent to all arrearages now due and owing.

The grounds for the present motion are Title 11 USC §§ 362(d)(1) and (2), 363(3), and 361(1), and FRBP 4001;

Pursuant to FRBP 4001, FMCC specifically alleges:

- (1) It holds a perfected security interest under Article 9 of the Uniform Commercial Code in a 2000 FORD F250, VIN #1FTNX21F1YEB97856;
- (2) That there are no prior claims or encumbrances against the property except for the lien interest held by FMCC;
- (3) The debtor shows no indication of paying the debt;

MOTION FOR RELIEF FROM STAY - 1

**ORIGINAL**

**RICHARD J. HAYDEN P.S.**  
1429 W. Sixth Avenue  
Spokane, WA 99204  
(509) 624-1111  
Facsimile (509) 456-8654  
A Professional Service Corporation

35

(4) The debtor has not provided adequate protection to FMCC of its interest in the debtor's property and the value of the moving party's secured claim is substantially deteriorating;

(5) The moving party is entitled to relief for cause for lack of payment and proof of insurance;

(6) The collateral of the moving party is not necessary to an effective reorganization;

(7) The moving party has suffered substantial damage due to the depreciation in the value of its collateral from the time of petition filing;

(8) The debtor is \$2,658.31 delinquent at state law.

(9) The value of this collateral varies upon market conditions, location, physical condition, and other factors beyond movant's control. Thus, FMCC cannot adopt a current valuation for this collateral, but the relevant trade book shows a value of \$23,450.00. The debtor owes \$23,717.14.

#### **MOTION FOR RELIEF OF THE STAY OR ADEQUATE PROTECTION**

The basis for the present motion is that the debtor has not provided adequate protection to FMCC of its interest in the above property, nor does the debtor have substantial equity in such property; the claim of the moving party equals the value of the collateral secured, and the collateral of the moving party is not necessary to effective reorganization. Also, the moving party asserts that it is not adequately protected and should have relief for cause. The moving party further asserts that its collateral has continued to depreciate since petition filing, and without relief of the stay or the adequate protection, which is sought in the present motion, it will suffer substantial damage.

#### **MOTION FOR ORDER EFFECTIVE UPON ENTRY**

FMCC asserts that based on this motion it is entitled to an order which is effective upon entry. FMCC asks that the court "order otherwise" pursuant to FRBP 4001 and deem the ten-day stay of effectiveness waived.

WHEREFORE, the moving party respectfully requests that:

- (1) It be granted relief of the stay in order to foreclose and liquidate its collateral;
- (2) In the alternative, that FMCC receive cash payments in an amount which would satisfy all arrearages due and owing as of the date of this motion;
- (3) Any order granting relief requested be effective upon entry.
- (4) For such other and further relief the Court deems just and equitable.

DATED this 19<sup>th</sup> day of June, 2002.

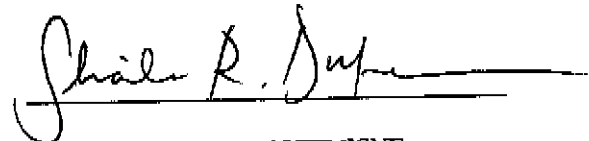
RICHARD J. HAYDEN, P.S.  
A Professional Service Corp.

By: 

RICHARD J. HAYDEN  
Attorney for FMCC  
For the Firm

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY under penalty of perjury that on the 20<sup>th</sup> day of June, 2002, I served a true and correct copy of the **MOTION FOR RELIEF FROM STAY**, *via U.S. Mail and/or facsimile*, upon **BRUCE A. ANDERSON, P.O. BOX 1049, SANDPOINT, ID 83864; FRANK L. CHAPIN, PA, P.O. BOX 781, SANDPOINT, ID 83864; and SYDNEY L. GUTIERREZ-CHAPIN, P.O. BOX 2028, SANDPOINT, ID 83864; and LEWIS M. WILSON, 1519 W. BROADWAY, SPOKANE, WA 99201.**



SHAILA R. DUFRESNE

c:\CASES\FORD\CHAPIN\RELIEF.MOT

MOTION FOR RELIEF FROM STAY - 3

RICHARD J. HAYDEN P.S.  
1429 W. Sixth Avenue  
Spokane, WA 99204  
(509) 624-1111  
Facsimile (509) 456-3654  
A Professional Service Corporation

MAR 07 2002 15:44 FR CDR OPEN ACCTS  
MAR 05 2002 11:18 FR FORD CREDIT SPOKANE

734 532 8835 TO 913132944156  
888 777 3163 TO 917346328878  
10/400 19098 10

P.01/02  
DATE 03/31/2000

# IDAHO SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

Buyer (and Co-Buyer) Name and Address (including County and Zip Code) <b>FRANK CHAPIN</b> <b>FHA373GY19</b> PO BOX 781 SANDPOINT, ID 83854	CREDITOR (Seller Name and Address) <b>ROKSTAD FORD MERCURY</b> 9215 HWY 95 N SANDPOINT, ID 83854
--	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
2000 FORD	F250	1FTKX21F1YK897855	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in \_\_\_\_\_ N/A \_\_\_\_\_ \$ 0.00 \_\_\_\_\_ 0.00  
Year and Make \_\_\_\_\_ Gross Amount \_\_\_\_\_ Amount Owed \_\_\_\_\_

- Cash Price \$ 22499.00 (1)
- Down Payment  
 Manufacturer's Rebate Assigned To Creditor \$ N/A  
 Cash Down Payment \$ 2000.00  
 Deferred Down Payment due \$ N/A  
 Trade-in (description above) \$ N/A  
 Total Down Payment \$ 2000.00 (2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 20499.00 (3)
- Amounts paid on your behalf (Seller may be retaining a portion of these amounts):
  - To Public Officials
    - (i) for license, title & registration fees \$ N/A
    - (ii) for filing fees \$ 8.00
    - (iii) for taxes (not in Cash Price) \$ 1827.45
  - To Insurance Companies for
    - Vehicle Insurance \$ N/A
    - Credit Life Insurance \$ N/A
    - Credit Disability Insurance \$ N/A
  - To \_\_\_\_\_ for \_\_\_\_\_ \$ 50.00
  - To \_\_\_\_\_ for \_\_\_\_\_ \$ N/A
  - To \_\_\_\_\_ for \_\_\_\_\_ \$ N/A
  - Total \$ 1835.45 (4)
- Amount Financed (3 plus 4) \$ 22334.45 (5)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you, or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment of \$ 2000.00
13.99 %	12876.72	22334.45	30050.72	47060.72

Payment Schedule	Number of payments	Amount of each payment	When Payments are due
Your payment schedule will be:	71	\$ 542.51	(monthly starting)
	1st	\$ 542.51	15-MAY-00

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit	Life	Insurer	N/A
Premium	N/A	Insured(s)	N/A
Signature(s)			

Credit	Disability	Insurer	N/A
Premium	N/A	Insured	N/A
Signature			

Type of Insurance	Term
N/A	N/A
Insurer	Premium
Signature	

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to pay the coverage checked for the term shown. Coverage will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

☐ Comprehensive ☐ N/A ☐ Deductible Collision

MAR 07 2002 15:44 FR CDB OPEN ACCTS

734 632 8095 TO 813102544100

EXTRA PAGE. 081

Collection

- ☐ Pre-Thru-Combined Additional Coverage  
☐ Towing and Labor  
☐ Term N/A Months (Estimate)  
 Premium \$ N/A

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.

**Late Payment:** You will have to pay a late charge on the portion of each payment received more than fifteen days late. The charge is 5 percent of the late amount or \$75.00, whichever is greater.

**Security Interest:** You are giving a security interest in the vehicle being purchased.

**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

**COMMERCIAL OR AGRICULTURAL USE CONTRACTS:** If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$80.00, whichever is less.

Any change to this contract must be in writing and signed by you and the Creditor.

BUYER: [Signature]

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

[Signature]  
Buyer Sign

[Signature]  
Creditor Sign

CONSUMER PAPER

By signing below, the Seller accepts this contract. The other addressee is notified in a separate assignment attached to this contract, the Seller assigned to Ford Motor Credit Company.

ROKSTAD FORD MERCEDES

BY

[Signature]

PC 1701-1-2 APR 98 (Preparer initials may NOT be used.)

FHA3736419

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000  
33-082

